PERFORMANCE WORK STATEMENT (PWS)

DEPARTMENT OF VETERANS AFFAIRS
Office of Information & Technology
Enterprise Messaging and Collaboration Services

Offsite Storage Tapes for Hines

Date: March 25, 2015
TAC-15-19244
PWS Version Number: DRAFT

Contents

1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OI&T), Enterprise Systems Engineering (ESE), Enterprise Messaging and Collaboration Services (EMCS) is to provide benefits and services to Veterans of the United States. In meeting these goals, OI&T strives to provide high quality, effective, and efficient information technology (IT) services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care in an effective, timely and compassionate manner. VA depends on Information Management/IT systems to meet mission goals.

VA OI&T ESE, EMCS has a continuing requirement to store backup media of all OI&T Exchange Outlook e-mail systems offsite to preserve its integrity and to prevent damage from fire, water or accidental erasure. There is also a continuing requirement (referred to as the Litigation Hold Process) to store all backup tapes for litigation purposes. VA has a continued need for additional offsite physical storage space and transportation services for storing weekly backup media and media subjected to litigation and the requirements of VA's Litigation Hold process.

2.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

1. 44 U.S.C. § 3541, "Federal Information Security Management Act (FISMA) of 2002"
2. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
4. 10 U.S.C. § 2224, "Defense Information Assurance Program"
5. Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Development (CMMI-DEV), Version 1.3 November 2010; and Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Acquisition (CMMI-ACQ), Version 1.3 November 2010
6. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
7. VA Directive 0710, "Personnel Suitability and Security Program," June 4, 2010, http://www1.va.gov/vapubs/
8. VA Handbook 0710, Personnel Suitability and Security Program, September 10, 2004, http://www1.va.gov/vapubs/
9. VA Directive and Handbook 6102, "Internet/Intranet Services," July 15, 2008
10. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
11. Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," November 28, 2000
12. 32 C.F.R. Part 199, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)"

13. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
14. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
15. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
16. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, , 2012
17. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," September 20, 2012
18. VA Handbook 6500.1, "Electronic Media Sanitization," March 22, 2010
19. VA Handbook 6500.2, "Management of Data Breaches Involving Sensitive Personal Information (SPI)", January 6, 2012
20. VA Handbook 6500.3, "Assessment, Authorization, And Continuous Monitoring Of VA Information Systems," February 3, 2014
21. VA Handbook, 6500.5, "Incorporating Security and Privacy in System Development Lifecycle" March 22, 2010
22. VA Handbook 6500.6, "Contract Security," March 12, 2010
23. Project Management Accountability System (PMAS) portal (reference https://www.voa.va.gov/pmas/)
24. OI&T ProPath Process Methodology (reference https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=27) NOTE: In the event of a conflict, OI&T ProPath takes precedence over other processes or methodologies.
25. Technical Reference Model (TRM) (reference at http://www.va.gov/trm/TRMHomePage.asp)
26. National Institute Standards and Technology (NIST) Special Publications (SP)
27. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
28. VA Directive 6300, Records and Information Management, February 26, 2009
29. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010

3.0 SCOPE OF WORK

The Contractor shall perform the services and accomplish the deliverables described in this Performance Work Statement (PWS). The Contractor shall facilitate the transportation, storage, safeguarding and retrieval of magnetic media for VA OI&T Hines Field Office listed in section 4.2.

4.0 PERFORMANCE DETAILS

The effort shall be proposed on a Firm-Fixed-Price (FFP) basis

4.1 PERFORMANCE PERIOD

The period of performance shall be 12 months from date of award, with four 12-month option periods, and one optional task**.**

There are 10 Federal holidays set by law (USC Title 5 Section 6103) that VA follows:

Under current definitions, four are set by date:

New Year's Day	January 1
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

The other six are set by a day of the week and month:

Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving	Fourth Thursday in November

4.2 PLACE OF PERFORMANCE

Tasks under this PWS shall be performed at both Contractor facilities and the VA OI&T Hines Illinois Field Office location. The Contractor shall transport storage back-up media to and from the following VA Location:

Hines:
Department of Veterans Affairs
5th Ave and Roosevelt Road
Building 37 Dock 14
Hines, IL 60141

Bi-Weekly Pickup from Building 37 and:

Department of Veterans Affairs
Building 215
5th Ave and Roosevelt Road
Hines, IL 60141

There will be approximately 450 tapes added per month. This number will increase.

4.3 TRAVEL – N/A

5.0 SPECIFIC TASKS AND DELIVERABLES

The Contractor shall perform the following:

5.1 PROJECT MANAGEMENT

5.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that describes the Contractor's approach, timeline and tools to be used in execution of the contract. The CPMP shall be in the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The CPMP shall also include how the Contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS. The initial baseline CPMP shall be approved by the VA Project Manager (PM) and updated monthly thereafter. The Contractor shall update monthly and maintain the VA PM approved CPMP throughout the period of performance

Deliverables:

A. Contractor Project Management Plan

5.1.2 REPORTING REQUIREMENTS

The Contractor shall provide the Contracting Officer's Representative (COR) with Monthly Progress Reports in electronic form in Microsoft Word and Project formats. The report shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding month

The Monthly Progress Reports shall cover all work completed during the reporting period and work planned for the subsequent reporting period. The report shall also identify any problems that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The Contractor shall monitor performance against the CPMP and report any deviations. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

Deliverables:

A. Monthly Progress Report

5.2 OFFSITE MEDIA STORAGE REQUIREMENT

The Contractor shall securely transport and store back-up media in locked storage containers at its designated sites which allow the Contractor to meet the 4-hour retrieval time as set forth herein at 5.2.4 (for unscheduled delivery) for the Hines OI&T Field Office location listed in section 4.2 as stated in this PWS. Only designated VA OI&T personnel shall have the key to unlock the containers. Currently, VA estimates 25,000 individual tapes are stored at the VA location referenced in section 4.2, which will be required to be transported to the Contractor's location. The Contractor shall operate in the locations listed in section 4.2 of this PWS. The Contractor storage facility shall be waterproof, fire-proof, and secure from damage and theft to VA back-up media stored at their facility. The Contractor shall provide an inventory of storage containers in advance to each site to be filled by VA designated personnel at VA sites. The Contractor shall not have direct contact with VA back-up media. The Contractor shall provide VA access to a searchable secure web base tracking system in accordance with section 5.2.1, which accounts for all locked storage containers to maintain chain of custody requirements to include individual numbered security tags. There are two types of storage to be performed during this contract. The first is the bi-weekly backup media storage which provides scheduled transportation and storage services of backup media bi-weekly at each of the specified sites listed in section 4.2. The second type of storage is back-up media that result from the requirements of VA's Litigation Hold process. Litigation Hold media shall be stored until requested by VA or until this contract expires.

5.2.1 Secure Web Base Inventory System

The Contractor shall provide a secure searchable web base tracking system that shall allow each EMCS staff member at each site to schedule pickups and drop offs. The Contractor shall provide a secure searchable web base tracking system that shall allow each EMCS staff member to search using address, container number, tag number, date, site, and tape number. The Contractor shall provide at least three EMCS staff members elevated privileges to the secure searchable web base tracking system that shall be able to search across all EMCS sites. The secure web base inventory system shall have reporting capability to generate the status of back-up media transport and storage.

This web base system shall allow for the exporting of data for the customer into a spreadsheet format (comma separated values or MS Excel (2007, 2010). The web base system shall provide VA capability to electronically verify the authorization of the individuals involved in a back-up media exchange.

5.2.2 Long Term Storage for Litigation Hold Tapes

The Contractor shall securely transport, store and inventory all currently stored backup media pertaining to the Litigation Hold process. The Litigation Hold tapes shall be stored until requested by VA or until this contract expires.

The Contractor shall provide transportation and storage of back-up media pertaining to the Litigation Hold process that has accumulated at the specified locations since October 1, 2007. The Contractor shall provide a tracking system to include individual numbered security tags for each locked storage container to maintain chain of custody requirements. The Contractor shall securely transport back-up media in a dedicated vehicle equipped with a control solution that delivers security with tracking, and auditable chain of custody. Any Contractor personnel involved in the transport and storage of VA back-up media shall have National Agency Check with written Inquiries (NACI) Background Check. The Contractor shall provide assurance that the backup media are protected by security standards. The Contractor shall provide VA with access to a secure website, in accordance with section 5.2.1 of this PWS that shall electronically verify the authorization of the individuals involved in a back-up media exchange. All physical exchanges of back-up media shall occur directly between Contractor personnel transporting the back-up media and VA designated personnel. The Contractor shall not pick up any storage container without VA designated personnel being present. The Contractor shall register all transport and storage activities online for back-up media management, review, and auditing. The Contractor shall provide a secure web base inventory system with reporting capabilities as required in section 5.2.1 that can be used to prove chain of custody. Contractor shall provide a Long Term Storage Tracking Report detailing the inventory tracking of the back-up media in all the locations listed in section 4.2.

The back-up media pertaining to the Litigation Hold process shall only be returned per request by VA. Upon request from an authorized VA OI&T representative, the Contractor shall deliver the requested storage container(s) to the VA facilities indicated in section 4.2 no later than four hours from receipt of the request.

Deliverable:

A. Long Term Storage Tracking Report

5.2.3 Bi-Weekly Transportation and Storage of Backup Media

The Contractor shall provide scheduled transportation and storage services of backup media bi- weekly at each of the specified sites listed in section 4.2. The specific date of pick up shall be coordinated with each site after the contract is awarded. The Contractor shall provide a tracking system to include individual numbered security tags for each locked storage container to maintain chain of custody requirements. The Contractor shall securely transport back-up media in a dedicated vehicle equipped with a control solution that delivers security with tracking, and an auditable chain of custody. Any Contractor personnel involved in the transport and storage of VA back-up media shall have NACI Background Check. The Contractor shall store the backup media at Contractor offsite storage facility. The Contractor shall maintain security standards, including providing highly trained personnel, video surveillance and key-card access in order to protect the backup media. The Contractor shall provide VA access to a secure website that shall electronically verify the authorization of the individuals involved in a back-up media

exchange. All physical exchanges shall occur directly between Contractor personnel transporting the back-up media and VA designated personnel. The Contractor shall not pick up any storage container without VA designated personnel being present. The Contractor shall register all transport and storage activities online for back-up media management, review, and auditing. The Contractor shall provide reporting capabilities as indicated in section 5.2.1 that can be used to prove chain of custody. The Contractor shall provide a Bi-Weekly Back-up Media Tracking report detailing the tracking and inventory of the back-up media located in all the locations listed in section 4.2.

Deliverable:

A. Bi-Weekly Back-up Media Tracking Report

5.2.4 Non – Scheduled Transportation and Storage Media

In an emergency, the Government may request the return of bi-weekly back-up media which is outside the scheduled transportation pick-up. The Contractor shall return specifically requested storage containers to VA OI&T representatives at the location requested by the VA OI&T representative and as specified in section 4.2 within four hours of the request. The Contractor shall provide non-scheduled transportation and storage services at each of the specified sites. The specific date(s) of request shall vary. The Contractor shall provide a tracking system to include individual numbered security tags for each locked storage container to maintain chain of custody requirements. The Contractor shall securely transport back-up media in a dedicated vehicle equipped with a control solution with tracking, and auditable chain of custody. Any Contractor personnel involved in the transport and storage of VA back-up media shall have NACI Background Check. The Contractor shall maintain security standards including providing highly trained personnel, video surveillance and key-card access in order to protect the backup media. All exchanges shall occur directly between Contractor personnel transporting the back-up media and VA designated personnel. The Contractor shall not pick up any storage container without VA designated personnel being present. The Contractor shall register all transport and storage activities online for back-up media management and for review and auditing. The Contractor shall provide reporting capabilities as indicated in section 5.2.1 that can be used to prove chain of custody. The Contractor shall return the specifically requested storage containers to the requesting location as specified in Section 4.2, these containers shall be returned to the custody of the Contractor once the data has been retrieved. The return of these containers shall be coordinated between the Contractor and the requesting location until this contract expires. The Contractor shall provide a Report detailing non-scheduled back-up media tracking and inventory.

Deliverable:

A. Non-Scheduled Back-up Media Tracking Report

5.3 OPITIONAL TASK

5.3.1 Transition Plan (Optional Task)

This task shall only be exercised at the discretion of VA and upon written request from the Contracting Officer. In the event a new Contractor is awarded for this effort in the future and VA exercises this optional task, the Contractor shall coordinate with the future Contract awardee to transition the back-up media storage effort. The Contractor shall develop a Transition Plan detailing the process and standard procedures for transporting and storing the back-up media. The Transition Plan shall identify the scope of the service and overall strategy. The Transition Plan shall ensure that there is no loss or interruption of services to VA during the transition period. During transition VA shall receive the same level of service provided by the Contractor.

The Transition Plan shall include the following information:

1. Scope
2. Transitioning Strategy
3. Service taking into account of VA's requirement
4. Transition Schedule
5. Receivables and Deliverables during each phase
6. Material requirements
7. Transition Governance
   a) Governance Activities
   b) Communication with various parties
   c) Escalation Process
   d) Status Reporting
   e) Progress Review Meetings
   f) Team Meetings
   g) Milestones
   h) Resource Management Plan
   i) Training Process
8. Risk and Mitigation Strategy
9. Budget and Financial Management

The Contractor shall coordinate with future contract awardee to transfer all storage back-up media for each site listed in section **Error! Reference source not found.**. Upon completion of the back-up media transfer, the Contractor shall provide a Transition Completion Report to document all back-up media have successfully transferred to the new Contractor. The Transition Completion Report shall include date, time, location the contained number, the tag number, the Back-up media name and the Back-up media serial number from both the Contractor and future contract awardee from each site indicated in section **Error! Reference source not found.**. The transition shall be completed in 120 calendar days.

Deliverables:

A. Storage Back-up Media Transition Plan
B. Transition Completion Report

5.4 OPTION PERIOD ONE

If the Option Period is exercised by VA, all the tasks in the following sub-sections shall apply: 5.1 through 5.2 and optional task 5.3.1.

5.5 OPTION PERIOD TWO

If the Option Period is exercised by VA, all the tasks in the following sub-sections shall apply: 5.1 through 5.2 and optional task 5.3.1.

5.6 OPTION PERIOD THREE

If the Option Period is exercised by VA, all the tasks in the following sub-sections shall apply: 5.1 through 5.2 and optional task 5.3.1.

5.7 OPTION PERIOD FOUR

If the Option Period is exercised by VA, all the tasks in the following sub-sections shall apply: 5.1 through 5.2 and optional task 5.3.1.

6.0 GENERAL REQUIREMENTS

6.1 ENTERPRISE AND IT FRAMEWORK – N/A

6.2 POSITION/TASK RISK DESIGNATION LEVEL(S) AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

6.2.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

Position Sensitivity	**Background Investigation** (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
Low / Tier 1	**Tier 1 / National Agency Check with Written Inquiries (NACI)** A Tier 1/NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.

Position Sensitivity	**Background Investigation** (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
Moderate / Tier 2	**Tier 2 / Moderate Background Investigation (MBI)** A Tier 2/MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.
High / Tier 4	**Tier 4 / Background Investigation (BI)** A Tier 4/BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

	Position Sensitivity and Background Investigation Requirements		
Task Number	Tier1 / Low / NACI	Tier 2 / Moderate / MBI	Tier 4 / High / BI
5.1	☒	☐	☐
5.2	☒	☐	☐
5.3	☒	☐	☐

The Tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor individuals, based upon the tasks the particular Contractor individual will be working. The submitted Contractor Staff Roster must indicate the required Background Investigation Level for each Contractor individual based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor Responsibilities:

a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.

b. The Contractor shall bear the expense of obtaining background investigations.
c. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the ProPath template. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.

d. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
e. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
    1) For a Tier 1/Low Risk designation:
        a) OF-306
        b) DVA Memorandum – Electronic Fingerprints
    2) For Tier 2/Moderate or Tier 4/High Risk designation:
        a) OF-306
        b) VA Form 0710
        c) DVA Memorandum – Electronic Fingerprints
f. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
g. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via eQIP).
h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this

contract, the Contractor shall be responsible for all resources necessary to remedy the incident.

i. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or "Closed, No Issues" (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed "Contractor Rules of Behavior." However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
j. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
k. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
l. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

Deliverable:

A. Contractor Staff Roster

6.3 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

6.4 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort.

Performance Objective	Performance Standard	Acceptable Performance Levels

A. Technical Needs	1. Shows understanding of requirements 2. Efficient and effective in meeting requirements 3. Meets technical needs and mission requirements 4. Offers quality services/products	Satisfactory or higher
B. Project Milestones and Schedule	1. Quick response capability 2. Products completed, reviewed, delivered in timely manner 3. Notifies customer in advance of potential problems	Satisfactory or higher
C. Project Staffing	1. Currency of expertise 2. Personnel possess necessary knowledge, skills and abilities to perform tasks	Satisfactory or higher
D. Value Added	1. Provided valuable service to Government 2. Services/products delivered were of desired quality	Satisfactory or higher

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Service Assessment Survey will be used in combination with the QASP to assist the Government in determining acceptable performance levels.

6.5 FACILITY/RESOURCE PROVISIONS – N/A

6.6 GOVERNMENT FURNISHED PROPERTY – N/A

ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED

A1.0 Cyber and Information Security Requirements for VA IT Services

The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard PWS language, conditions, laws, and regulations. The Contractor's firewall and web server shall meet or exceed VA minimum requirements for security. All VA data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA Program Manager and VA Information Security Officer as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation.

Contractor supplied equipment, PCs of all types, equipment with hard drives, etc. for contract services must meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth must be permanently disabled or removed from the device, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the Project Manager, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

Each documented initiative under this contract incorporates VA Handbook 6500.6, "Contract Security," March 12, 2010 by reference as though fully set forth therein. The VA Handbook 6500.6, "Contract Security" shall also be included in every related agreement, contract or order. The VA Handbook 6500.6, Appendix C, is included in this document as Addendum B.

Training requirements: The Contractor shall complete all mandatory training courses on the current VA training site, the VA Talent Management System (TMS), and will be tracked therein. The TMS may be accessed at https://www.tms.va.gov. If you do not have a TMS profile, go to https://www.tms.va.gov and click on the "Create New User" link on the TMS to gain access.

Contractor employees shall complete a VA Systems Access Agreement if they are provided access privileges as an authorized user of the computer system of VA.

A2.0 VA Enterprise Architecture Compliance

The applications, supplies, and services furnished under this contract must comply with One-VA Enterprise Architecture (EA), available at http://www.ea.oit.va.gov/index.asp in force at the time of issuance of this contract, including the Program Management Plan and VA's rules, standards, and guidelines in the Technical Reference Model/Standards Profile (TRMSP). VA reserves the right to assess contract deliverables for EA compliance prior to acceptance**.**

A2.1. VA Internet and Intranet Standards:

The Contractor shall adhere to and comply with VA Directive 6102 and VA Handbook 6102, Internet/Intranet Services, including applicable amendments and changes, if the Contractor's work includes managing, maintaining, establishing and presenting information on VA's Internet/Intranet Service Sites. This pertains, but is not limited to: creating announcements; collecting information; databases to be accessed, graphics and links to external sites.

Internet/Intranet Services Directive 6102 is posted at (copy and paste the following URL to browser): http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=409&FType=2

Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser): http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2

A3.0 Notice of the Federal Accessibility Law Affecting All Electronic and Information Technology Procurements (Section 508)

(Based upon results of the Requiring Activity's "Section 508 Determination and Findings (D&F) for Purchase Requests" for this effort, this entire section may be removed and replaced with "Not Applicable" if it is determined that 508 compliance does not apply.)

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed and published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

A3.1. Section 508 – Electronic and Information Technology (EIT) Standards

(Two standards listed below [§ 1194.31 Functional Performance Criteria and § 1194.41 Information, Documentation, and Support] always apply and should remain marked as "x". The requiring activity should un-mark any of the other remaining standards below that do not apply to this effort.)

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: http://www.section508.gov and http://www.section508.gov/acquisition-regulations. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

_x_ § 1194.21 Software applications and operating systems
_x_ § 1194.22 Web-based intranet and internet information and applications
_x_ § 1194.23 Telecommunications products
_x_ § 1194.24 Video and multimedia products
_x_ § 1194.25 Self contained, closed products
_x_ § 1194.26 Desktop and portable computers
_x_ § 1194.31 Functional Performance Criteria
_x_ § 1194.41 Information, Documentation, and Support

A3.2. Equivalent Facilitation

Alternatively, offerors may propose products and services that provide equivalent facilitation, pursuant to Section 508, subpart A, §1194.5. Such offerors will be considered to have provided equivalent facilitation when the proposed deliverables result in substantially equivalent or greater access to and use of information for those with disabilities.

A3.3. Compatibility with Assistive Technology

The Section 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device. Section 508 requires that the EIT be compatible with such software and devices so that EIT can be accessible to and usable by individuals using assistive technology, including but not limited to screen readers, screen magnifiers, and speech recognition software.

A3.4. Representation of Conformance

In order to be considered eligible for award, offerors must submit the Government Product Accessibility Template (GPAT) to verify Section 508 conformance of their products and/or services. The GPAT will be incorporated into the resulting contract.

A3.5. Acceptance and Acceptance Testing

Deliverables resulting from this solicitation will be accepted based in part on satisfaction of the identified Section 508 standards' requirements for accessibility and must include a final/updated GPAT and final test results demonstrating Section 508 compliance.

Deliverables should meet applicable accessibility requirements and should not adversely affect accessibility features of existing EIT technologies. The Government reserves the right to independently test for 508 Compliance before delivery. The Contractor shall be able to demonstrate 508 Compliance upon delivery.

Automated test tools and manual techniques are used in the VA Section 508 compliance assessment. Additional information concerning tools and resources can be found at http://www.section508.va.gov/section508/Resources.asp.

Deliverable:

A. Updated GPAT
B. Final Section 508 Compliance Test Results

A4.0 Physical Security & Safety Requirements:

The Contractor and their personnel shall follow all VA policies, standard operating procedures, applicable laws and regulations while on VA property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

A5.0 Confidentiality and Non-Disclosure

The Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

The Contractor may have access to Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"). Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The VA Contracting Officer will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA Contracting Officer for response.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.
4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA Contracting Officer.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all

personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.

7. Contractor must adhere to the following:
    a. The use of “thumb drives” or any other medium for transport of information is expressly prohibited.
    b. Controlled access to system and security software and documentation.
    c. Recording, monitoring, and control of passwords and privileges.
    d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
    e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
    f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
    g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
    h. Contractor does not require access to classified data.
8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

A6.0 INFORMATION TECHNOLOGY USING ENERGY-EFFICIENT PRODUCTS

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 13514, “Federal Leadership in Environmental, Energy, and Economic Performance,” dated October 5, 2009; Executive Order 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” dated January 24, 2007; Executive Order 13221, “Energy-Efficient Standby Power Devices,” dated August 2, 2001; and the Federal Acquisition Regulation (FAR) to provide ENERGY STAR®, FEMP designated, low standby power, and Electronic Product Environmental Assessment Tool (EPEAT) registered products in providing information technology products and/or services.

The Contractor shall ensure that information technology products are procured and/or services are performed with products that meet and/or exceed ENERGY STAR, FEMP designated, low standby power, and EPEAT guidelines. The Contractor shall provide/use products that earn the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency. Specifically, the Contractor shall:

1. Provide/use ENERGY STAR products, as specified at www.energystar.gov/products (contains complete product specifications and updated lists of qualifying products).

2. Provide/use the purchasing specifications listed for FEMP designated products at www.femp.energy.gov/procurement. The Contractor shall use the low standby power products specified at http://energy.gov/eere/femp/low-standby-power-products.

3. Provide/use EPEAT registered products as specified at www.epeat.net. At a minimum, the Contractor shall acquire EPEAT® Bronze registered products. EPEAT registered products are required to meet the technical specifications of ENERGY STAR, but are not automatically on the ENERGY STAR qualified product lists. The Contractor shall ensure that applicable products are on both the EPEAT Registry and ENERGY STAR Qualified Product Lists.

4. The Contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

The following is a list of information technology products for which ENERGY STAR, FEMP designated, low standby power, and EPEAT registered products are available:

1. Computer Desktops, Laptops, Notebooks, Displays, Monitors, Integrated Desktop Computers, Workstation Desktops, Thin Clients, Disk Drives
2. Imaging Equipment (Printers Copiers, Multi-Function Devices, Scanners, Fax Machines, Digital Duplicators, Mailing Machines)
3. Televisions, Multimedia Projectors

This list is continually evolving, and as a result is not all-inclusive.

ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

APPLICABLE PARAGRAPHS TAILORED FROM: *THE VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE*, *VA HANDBOOK 6500.6, APPENDIX C, MARCH 12, 2010*

B1. GENERAL

Contractors, Contractor personnel, Subcontractors, and Subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

B2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A Contractor/Subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, Subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All Contractors, Subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates (e.g. Business Associate Agreement, Section 3G), the Contractor/Subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The Contractor or Subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the Contractor or Subcontractor's employ. The Contracting Officer must also be notified immediately by the Contractor or Subcontractor prior to an unfriendly termination.

B3. VA INFORMATION CUSTODIAL LANGUAGE

1. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed by the Contractor/Subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of VA. This clause expressly limits the Contractor/Subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

2. VA information should not be co-mingled, if possible, with any other data on the Contractors/Subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA information is returned to VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct onsite inspections of Contractor and Subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

3. Prior to termination or completion of this contract, Contractor/Subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this contract without prior written approval by VA. Any data destruction done on behalf of VA by a Contractor/Subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

4. The Contractor/Subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

5. The Contractor/Subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/Subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/Subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

6. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

7. If a VHA contract is terminated for cause, the associated Business Associate Agreement (BAA) must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

8. The Contractor/Subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

9. The Contractor/Subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA minimum requirements. VA Configuration Guidelines are available upon request.

10. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the Contractor/Subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA prior written approval. The Contractor/Subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

11. Notwithstanding the provision above, the Contractor/Subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the Contractor/Subcontractor is in receipt of a court order or other requests for the above mentioned information, that Contractor/Subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or a Memorandum of Understanding-Interconnection Service Agreement (MOU-ISA) for system interconnection, the Contractor/Subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

B4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT – N/A

B5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE – N/A

B6. SECURITY INCIDENT INVESTIGATION

a. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor/Subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/Subcontractor has access.

b. To the extent known by the Contractor/Subcontractor, the Contractor/Subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/Subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the Contractor/Subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The Contractor, its employees, and its Subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor/Subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

B7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor/Subcontractor processes or maintains under this contract.

b. The Contractor/Subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

1) Nature of the event (loss, theft, unauthorized access);
2) Description of the event, including:

a) date of occurrence;

b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

3) Number of individuals affected or potentially affected;

4) Names of individuals or groups affected or potentially affected;

5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

6) Amount of time the data has been out of VA control;

7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

8) Known misuses of data containing sensitive personal information, if any;

9) Assessment of the potential harm to the affected individuals;

10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and

11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the Contractor shall be responsible for paying to VA liquidated damages in the amount of $37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

1) Notification;
2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
3) Data breach analysis;
4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
5) One year of identity theft insurance with $20,000.00 coverage at $0 deductible; and
6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

B8. SECURITY CONTROLS COMPLIANCE TESTING – N/A

B9. TRAINING

a. All Contractor employees and Subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

1) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* course (TMS #10176) and complete this required privacy and security training annually; Sign and acknowledge (electronically through TMS #10176) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix D relating to access to VA information and information systems.

2) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*

b. The Contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and electronically sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.